

Cost of Future Repairs and Replacements

	Cost
Replacement of existing galvanized plumbing throughout structure.	17500
Replacement of existing roof and gutter system	12500
Replacement of original Douglas Fir floors on first floor level with a similar product	23000
Remove and replace original storage shed currently used for pool equipment	9500
Replace rear yard lawn and surrounding hedges	1200
Trim Deodar Pine removing dead growth throughout tree	6500
Rebuild carport structure as necessary	15000
Replace window and door systems as needed to a design that matches the design integrity of the original structure	14000
Remove and replace floor tile systems as needed	7000
Renovate original dining room of structure	12000
Repaint various rooms and hallways. Work will involve wallpaper removal and repair of plaster wall systems	15000
Painting of Exterior	8500
Install Matching Arch in breezeway	1500
Total	143200 120200

On Going Maintenance

Utility Costs	
Water	185
Trash	55
Electric	225
Pool Service	110
Landscaping	125
	700

RECORDING REQUESTED BY
CITY OF SUNNYVALE
Record at No Fee per
Government Code § 6103

WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF SUNNYVALE
P O BOX 3707
SUNNYVALE CA 94088-3707

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN. _____

"MILLS ACT" HISTORIC PROPERTY PRESERVATION AGREEMENT
(Government Code Sections 50280 et seq.)

The Collins-Scott Winery

THIS AGREEMENT, dated _____, 2005, is by and between Russell and Mary Schaadt ("Owners"), and the City of Sunnyvale, a municipal corporation, located in the County of Santa Clara, State of California ("City"), and provides as follows:

RECITALS

WHEREAS, Owners possess certain real property located at 775 Cascade Drive in the City of Sunnyvale, Santa Clara County ("the Property"), more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Property, commonly known as the Collins-Scott Winery, is a "qualified historic property" as defined in California Government Code Section 50280.1; and

WHEREAS, both Owners and City desire to protect and preserve such property so as to retain its characteristics of historical significance;

AGREEMENT

NOW, THEREFORE, in consideration of the premises, and of the mutual promises, declarations, covenants and agreements of the parties set forth herein, and the substantial public benefit derived therefrom, the parties agree as follows:

1. Authority. This Agreement is made under authority of Government Code Sections 50280 et seq. ("Historical Property Contracts").

2. Term of Agreement. This Agreement shall be effective commencing on _____, 2005, and shall remain in effect for a minimum period of ten years therefrom. Such term will automatically be extended by a year on its anniversary date as provided in Paragraph 4 of this Agreement.

3. Limitations on Land Use. During the term of this Agreement, the Property shall be subject to the following provisions, requirements, and restrictions:

(a) Owners shall preserve and maintain the historical structures and land, as a qualified historic property, in no less than equal to the condition of the Property as of the date hereof.

(i.) A Site Plan of the location of all buildings on the Property, and a Landscaping Plan of all major landscaping features is detailed in Exhibit "B" attached and incorporated by reference. Any changes requested for the Property must be reviewed and processed in compliance with Sunnyvale Municipal Code Chapter 19.96, "Historic Preservation."

(ii.) Owners shall, when necessary, restore and rehabilitate the Property to conform to the rules and regulations of the Office of Historic Preservation of the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation and the State Historical Building Code. Additionally, Owners shall provide whatever information shall be required by City to determine the property's continuing eligibility as a qualified historic property.

(b) All buildings, structures, yards and other improvements shall be maintained in a manner which does not detract from the appearance of the immediate neighborhood. The following conditions are prohibited:

(i.) Dilapidated, deteriorating, or unrepaired structures and components, such as fences, roof, doors, walls and windows;

(ii.) Scrap lumber, junk, trash or debris;

(iii.) Abandoned, discarded or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, can containers, or similar items;

(iv.) Stagnant water or excavations, including in pools or spas; and

(v.) Any device, decoration, design, structure or vegetation which is unsightly by reason of its height, condition, or its inappropriate location.

(c) Owners shall not be held responsible for replacement of the historic structures if damaged or destroyed through "*force majeure*" such as flood, tornado,

lightening or earthquake.

(d) Owners shall provide for the periodic examinations of the interior and exterior of the premises by the County assessor, the Department of Parks and Recreation, and the State Board of Equalization, as may be necessary to determine the Owners compliance with the Agreement.

4. Successors in interest. This Agreement shall be binding upon and inure to the benefit of, all successors in interest of the owner. A successor in interest shall have the same rights and obligations under the Agreement as the original owner who entered into the Agreement.

5. Renewal.

(a) Each year on the anniversary date of this Agreement one year shall automatically be added to the term of this Agreement, unless notice of non-renewal is given as provided in this paragraph. If Owners or City desire in any year not to renew the Agreement, that party shall serve written notice of non-renewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless the notice is served by the Owners at least 90 days prior to the renewal date, or by the City at least 60 days prior to the renewal date, one year shall automatically be added to the term of the Agreement.

(b) Upon receipt by the Owners of a notice from City of non-renewal, Owners may make a written protest of the notice of non-renewal. City may, at any time prior to the renewal date, withdraw the notice of non-renewal.

(c) If City or Owners serve notice of intent in any year not to renew the Agreement, the existing Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the Agreement, as the case may be.

6. Cancellation for Breach. Following a noticed public hearing as required by Government Code Section 50285, City may cancel this Agreement if it determines that Owners have breached any of the conditions of the Agreement, or have allowed the property to deteriorate to the point that it no longer meets the standard for a qualified historic property. City may also cancel the Agreement if it determines that Owners have failed to restore or rehabilitate the property in the manner specified in this Agreement.

7. Cancellation Fee. If this Agreement is cancelled pursuant to paragraph 7 above, Owners shall pay a cancellation fee equal to 12 ½ % of the current fair market value of the property, as determined by the county assessor as though the property were free of the contractual restriction. The cancellation fee shall be paid to the county auditor, at the time and in the manner that the county auditor shall prescribe, and shall be allocated by the county auditor to each jurisdiction in the tax rate area in which the property is located in the same manner as the auditor allocates the annual tax increment in that tax rate area in that fiscal year.

8. Notice and Recordation.

(a) All notices required by or provided for in this Agreement shall be given in writing

and may be mailed or delivered in person. If mailed, the address of Owners shall be the last known address in the City records. Deposit of notice in the mail, first class postage prepaid, shall be deemed receipt of the notice.

(b) No later than 20 days after City enters into this Agreement with Owners, the City Clerk shall record a copy of the Agreement with the county recorder, which shall describe the subject property. From and after the time of the recordation, this Agreement shall impart a notice thereof to all persons as is afforded by the recording laws of the State of California.

(c) Owners shall provide written notice of this Agreement to the Office of Historic Preservation within six months of entering into this Agreement.

9. Prevailing Party. The prevailing party in any action to interpret or enforce this Agreement shall be entitled to recover its reasonable attorney's fees.

IN WITNESS WHEREOF, this agreement is executed on this _____ day of _____, 2005.

OWNERS

APPROVED AS TO FORM:

CITY OF SUNNYVALE

City Attorney

By: _____
City Manager

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA CLARA)

On _____, before me,
_____, Notary Public, personally appeared
_____, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the persons(s) or the entity upon behalf of which person(s) acted, executed the within instrument.

WITNESS my hand and official seal.

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA CLARA)

On _____, before me,
_____, Notary Public, personally appeared
_____, personally known to me (or
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